

## ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

This Assignment and Assumption of Membership Interest (the "Assignment") is made as of the Effective Date (defined below) by and between Scott A. Breimeister (the "Assignor"), and Millicent M. Martin (the "Assignee").

### RECITALS

WHEREAS, Assignor owns one hundred percent (100.0%) of the Membership Interests in Kremco Acquisitions, LLC, a Texas limited liability company (the "Company"), as the term "Membership Interest" is defined in the Operating Agreement of Kremco Acquisitions, LLC, dated February 5, 2016 (the "Operating Agreement"); and

WHEREAS, the Assignor desires by this Assignment to assign to Assignee a portion of his Membership Interest in the Company, being an undivided ninety-nine percent (99.0%) Membership Interest (the "Assigned Interest"), and the Assignee desires by this Assignment to acquire from Assignor and accept the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the purchase price of the Assigned Interest as set forth in that certain Purchase and Sale Agreement of even date herewith, entered into by and among the Assignor and the Assignee, and subject to the terms and conditions therein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, and the above recitals which are incorporated herein by reference, the parties agree as follows:

### ASSIGNMENT

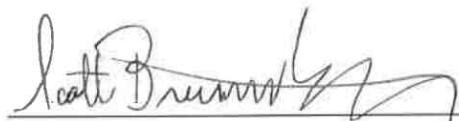
Effective as of February 8, 2016 (the "Effective Date"), Assignor conveys, transfers, and assigns to Assignee and Assignee accepts and assumes from the Assignor the Assigned Interest, as well as any and all right, title, and interest of Assignor under the provisions of the Operating Agreement, or in and to any of the assets of the Company, with respect to the Assigned Interest. Assignor represents and warrants that (a) he is the owner of the Assigned Interest free and clear of all liens, charges, pledges, encumbrances, security interests or rights of third parties; (b) he has full power and authority to enter into this Assignment and to sell and convey the Assigned Interest upon the terms provided in this Assignment to the Company, (c) there are no outstanding option rights, rights of first refusal or other arrangements relating to the Assigned Interest (other than as set forth in the Purchase and Sale Agreement between Assignor and Assignee, and the Operating Agreement), and Assignor has not sold, granted, transferred or otherwise assigned to any person, entity or any party any right, title or interest in the Assigned Interest; (d) this Assignment constitutes the valid, binding and enforceable obligation of Assignor; and (e) the execution and delivery by Assignor of this Assignment and the performance of his respective obligations hereunder do not violate, conflict with, invalidate, cancel, or interfere with, or constitute a default under any contract, agreement or court order to which Assignor is a party or is bound.

GOVERNMENT  
EXHIBIT  
**1206**  
4:18-CR-368

Assignee represents and warrants to Assignor that Assignee has received a copy of the Operating Agreement, has read it, and agrees to be bound by its terms.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Assignment or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

**“ASSIGNOR”:**



Scott A. Breimeister

**“ASSIGNEE”:**



Millicent M. Martin